



CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2011/12 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686), Transit Facility Cleaning (\$38,456) and Hutchins Street Square Landscape Maintenance (\$27,625)

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contracts for Fiscal Year 2011/12 with United Cerebral Palsy (UCP) of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning in the amount of \$46,686, transit facility cleaning in the amount of \$38,456 and Hutchins Street Square landscape maintenance in the amount of \$27,625.

BACKGROUND INFORMATION: UCP has been working for the Public Works Department since 2000 at several City facilities. Staff is proposing to contract with UCP for downtown cleaning, transit facility cleaning and Hutchins Street Square landscape maintenance. In the downtown area, emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal; the transit facility cleaning addresses the grounds surrounding Lodi Station, the Lodi Parking Structure, and sheltered bus stops; and work at Hutchins Street Square includes weekly landscape maintenance such as mowing, edging and shrub trimming.

The UCP program provides meaningful work for the disabled. Each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew at a contract rate of \$46.50 per hour. UCP is the only known nonprofit organization that pays the disabled the State minimum wage. Other organizations are known to pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage compensation. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends waiving the method of receiving competitive bids since it is advantageous for the City to receive this service at a very competitive price.

FISCAL IMPACT: Maintaining a clean downtown core, transit facility and Hutchins Street Square enhances the appearance of Lodi, resulting in increased visitation and sales tax generation.

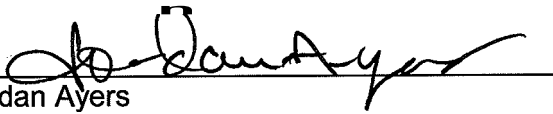
APPROVED: _____


Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year **2011/12** with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning **(\$46,686)**, Transit Facility Cleaning **(\$38,456)** and Hutchins Street Square Landscape Maintenance **(\$27,625)**
July 6, 2011
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FUNDING AVAILABLE: Funds for these contracts are provided in the following **2011/12** operating budgets.

Downtown Cleaning:	\$46,686 – Street Fund (3215037)
Transit Facility Cleaning:	\$38,456 – Transit Fund (125052)
Hutchins Street Square Landscape Maintenance:	\$27,625 – HSS Fund (347115)


Jordan Ayers
Deputy City Manager/Internal Services Director


James M. Rodems
Parks, Recreation & Cultural Services Director


F. Wally Sandelin
Public Works Director

Prepared by Charles Swimley, Deputy Public Works Director-Utilities

FWS/CS/pmf

cc: Charlie Swimley, Deputy Public Works Director – Utilities
Downtown Lodi Business Partnership

Contract for "Downtown Lodi Cleaning Crew"

This contract agreement is made and entered into this 1st day of July 2011 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Downtown Lodi Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2011 and terminates upon the completion of the Contractor's Scope of Services or on July 1, 2012, whichever occurs first, will provide services associated with the "Downtown Lodi Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Downtown Lodi Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Downtown Lodi Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Downtown Lodi Cleaning" project's duties as outlined by the City of Lodi include:

- Work hours, Monday – Friday, 7:00 a.m. – 11:00 a.m., except holidays
- Empty trash containers Monday & Friday
- Clean all Downtown furniture weekly, dust benches, bollards, light standards
- Blow and collect leaves
- Remove litter, broken glass, cleanup spills
- Remove fallen leaves weekly
- Wash sidewalk areas around trash containers monthly
- Report hazards immediately – broken tree limbs, loose pavers, bent signs etc...

The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required

work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.

2. The Contractor will perform "Downtown Lodi Cleaning" as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated Downtown areas receive adequate cleaning for the month. For convenience and safety UCP agrees to begin cleaning Downtown at 7:00 a.m. – 11:00 a.m., Monday through Friday.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present.
4. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site. The Contractor shall carry full Worker's Compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Workmen's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. A certificate showing the issuance of such a policy shall be on file with the City Clerk at all times during the term of this agreement.
5. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered.
6. Detailed tracking documents and the invoice will be submitted to the Customer on a monthly basis.
7. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not be negatively affected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
8. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
9. Public Liability and Property Damage Insurance The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

a. COMPREHENSIVE GENERAL LIABILITY:

\$1,000,000 Bodily Injury - Each Occurrence/Aggregate;
\$1,000,000 Property Damage - Each Occurrence/Aggregate; or;
\$3,000,000 Combined Single Limits.

b. COMPREHENSIVE AUTOMOBILE LIABILITY;

\$1,000,000 Bodily Injury – Each Person;
\$1,000,000 Bodily Injury -- Each Occurrence;
\$1,000,000 Property Damage – Each Occurrence; or
\$1,000,000 Combined Single Limits.

c. ENDORSEMENTS

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- 1) Additional Named Insured Endorsement Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City.
- 2) Primary Insurance Endorsement Such insurance as is afforded by the endorsement for the Additional Insured shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- 3) Severability of Interest Clause The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- 4) Notice of Cancellation or Change in Coverage Endorsement This policy may not be canceled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3000, Lodi, CA 95241-1910.

The Contractor shall have Contractor's insurance agent sign and return to the City one copy of the City-furnished form of Additional Insured Endorsement and form of Certificate of Insurance.

The Customer's Responsibilities

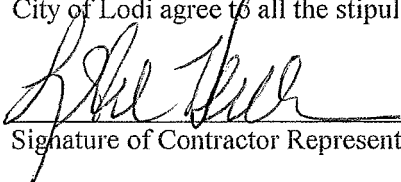
1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Downtown Lodi Cleaning".
2. The Customer will provide all Contractor crewmembers with "Downtown Lodi Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

Downtown Lodi Cleaning Cost Projection

FY11-12	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	80	92	84	84	80	80	80	80	88	84	88	84	1,004
Cleaning Cost Per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Cleaning Cost Per Month	\$3,720	\$4,278	\$3,906	\$3,906	\$3,720	\$3,720	\$3,720	\$3,720	\$4,092	\$3,906	\$4,092	\$3,906	\$46,686.00

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:


 Signature of Contractor Representative

5-20-2011
 Date

CITY OF LODI, a municipal corporation

 Konradt Bartlam
 City Manager


 Date

Attest:

 Randi Johl
 City Clerk

 Date

Approved As To Form

 D. Stephen Schwabauer
 City Attorney 

 Date

Contract for "Transit Facility Cleaning"

This contract agreement is made and entered into this 1st day of July, 2011 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Transit Facility Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2011 and terminates upon the completion of the Contractor's Scope of Services or on July 1, 2012, whichever occurs first, will provide services associated with the "Transit Facility Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Transit Facility Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Transit Facility Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Transit Facility Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Transit Facility Cleaning" projects duties as outlined by the City of Lodi. Specific responsibilities for all parking lots include removal of litter, debris, leaves, and weeds as needed. At the Lodi Station Parking structure, specific responsibilities include those itemized above as well as washing down spilled or leaked fluids and emptying trash containers.

Scope of Services/Contractor's Responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at cost to the Customer.
2. The Contractor will perform "Transit Facility Cleaning" for City owned facilities such as the Lodi Train Station, the Lodi Station Parking Structure and Grapeline bus shelters as designated by City of Lodi designee. The cleaning schedule will be a rotating schedule to ensure all designated areas receive adequate cleaning for the month. For convenience and safety UCP agrees to arrive at the lots no earlier than 4:30 p.m. (Weekends, if necessary, will be excluded from the 4:30 p.m. start time.) The Contractor will now also collect garbage from bus stops as needed. This duty has been added to the contract. The Contractor will be responsible for the bus stops mentioned in Exhibit A.

Exhibit A

Location	Description	Trash Can
Target	Private parking lot	
Lowe's	Lower Sac N/Vinter Sq-SunWest Market Place (west side)	
Lower Sacramento N/Elm	Lower Sacramento N/ Elm (east side)	
Lower Sacramento by Mirage Apts	Turner Rd E/Lower Sac-Woodhaven (south side)	Trash
Salisbury's (Turner and Woodhaven)	Turner Rd E/Lower Sac-Woodhaven (north side)	
Lodi Lake on Turner Rd near the main gate	Turner E/Loma (north side)	
Lockeford St at Calaveras St	Lockeford St N/ Calaveras St (west side)	
Hale Park	Stockton S/Locust (east side)	
Loel Center	Oak St W/ Washington (south side)	Trash
Smart and Final	Stockton St N/ Lodi Ave (east side)	
Central Ave at Tokay St	Central S/ Harold (west side)	
Central Ave at Boys and Girls Club	Central N/Cypress (east side)	
Kofu Park	Ham S/Cardinal (west side)	Trash
Municipal Service Center	Ham N/ Kettleman (west side)	
Lower Sac at Tejon	Lower Sac N/ Tejon (east side)	
Stockton St at Lodi P& R	Stockton S/Locust (west side)	
Stockton at Pine	Stockton S/ Pine St (west side)	
Central at Cypress	Central N/ Cypress (west side)	Trash
Cherokee at Rancho San Miguel	east side	Trash
Kettleman at Hollywood Video	Kettleman E/Lower Sac (south side)	Trash
Lodi Adult School	Cherokee S/ Pine (west side)	
Hutchins at Century	Hutchins N/ Century (east side)	Trash
Additional Locations with Trash Cans (no shelters)		
Location	Description	Trash Can
Church at Locust	Church N/Locust (east side)	Trash
Kettleman at Ham	Kettleman W/Ham (north side)	Trash

3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s) / supervisor(s) will remain onsite, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Transit Facility Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the "Customer's Responsibilities", all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.

Compensation/Customer's Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Transit Facility Cleaning". This cost will not exceed \$40,000 per year regardless of hours worked, This shall be considered full compensation for all the Contractor's expenses incurred in the performance of the contract,
2. The Customer will provide all Contractor crewmembers with "Transit Facility Cleaning" supplies and equipment specific to "Special Services" as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

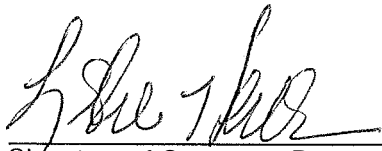
Insurance Requirements

Contractor shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit B attached hereto and incorporated by this reference.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

FY 11-12	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar			June	Total
Hrs. Serviced	65	74.75	68.25	68.25	65	65	65	65	71.5	68.75		73.5	827
Parking Lot cost per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Parking Lot Cost per Month	\$3,022.5	\$3,475.87	\$3,173.62	\$3,173.62	\$3,022.5	\$3,022.5	\$3,022.5	\$3,022.5	\$3,324.75	\$3,196.87	\$3,580.5	\$3,417.95	\$38,455.50

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in the agreement and its attachments:



Signature of Contractor Representative

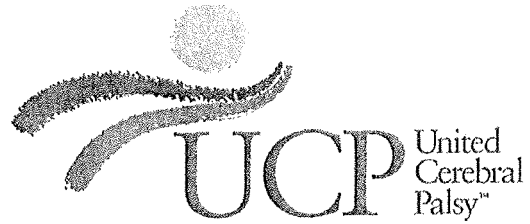
5.20.2011

Date

Signature of Customer Representative

Date





of San Joaquin, Calaveras & Amador Counties

Life without limits for people with disabilities"

333 W. Benjamin Holt Drive

Stockton, CA 95207

TEL 209.956.0290

FAX 209.956.0294

www.ucpsj.org

April 28,2011

Billy Gonzalez
Building & Event Supervisor
125 South Hutchins Street
Lodi, Ca 95240

Billy,

I have enclosed the 2011-2012 fiscal year contract. The total hours and dollar amount is the same as last year's. Take a look at it and let me know if there's anything you would like to discuss.

Sincerely,

A handwritten signature in dark ink, appearing to read "Armando Ayala", written over a light blue horizontal line.

Armando Ayala
Piogram Manager
Supported Employment
United Cerebral Palsy
Tel: (209) 751-3020
Fax: (209) 956-0294
aayala@ucpsj.org

- Mission Since 1954 -

To enhance the quality of life for persons with disabilities and to enable them to become more productive, independent, and integrated into the community.

"A United Way Agency"

**Landscape Maintenance Contract
City of Lodi
Hutchins Street Square**

This contract agreement is made and entered into, this 1st day of July, 2011 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and The City of Lodi, Hutchins Street Square, (hereafter referred to as the Customer),

This contract defines the responsibilities associated with the provision of "Landscape Maintenance" services by the Contractor for the Customer. The Contractor, beginning July 1, 2011, will provide services associated with the "Landscape Maintenance" project.

The services for "Landscape Maintenance" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract the City of Lodi's specific needs for "Landscape Maintenance" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one, (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The contractor will perform the work associated with "Landscape Maintenance" at the City's Hutchins Street Square location.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Crew Instructor(s) will remain on-site, in the immediate work area while crewmembers are present.
4. The Contractor and not the Customer will pay all crewmember and supervisor/job coach wages; all personnel costs and liabilities (e.g., Worker's Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Landscape Maintenance" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, the Contractor will be liable to repair or replace the Customer's property.

7. All crewmembers will comply with the health and safety regulations established by OSHA, the State of California, and the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.
9. The Contractor will provide the following service once a week;
 - a. Mowing all grass areas designated by Hutchins Street Square.
 - b. Edge around grass areas designated by Hutchins Street Square.
 - c. Weed whack all areas including utility boxes, sprinklers heads etc.
 - d. Blow and clean up all areas worked by contractor.
 - e. Weed and trim all shrubs, trees and plant life in flowerbeds.


The Customer's responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services rendered, associated with the "Landscape Maintenance". The method of reimbursement shall reflect a rate of \$45.25 per hour multiplied by the total number of hours worked for that month.
2. The Customer will provide all Contractor crewmembers, with "Landscape Maintenance" supplies and equipment specific to the daily "Landscape Maintenance" duties as well as 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer within reason will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract when necessary, to improve services. Other consultations will be conducted on an as needed basis.
4. To the greatest extent permitted by the public records act and other applicable law, the Customer will maintain confidentiality of all personal and medical records and transactions specific to the Contractor's employees.

Landscape Maintenance Cost Projection

FY 11-12	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	71.5	71.5	49.5	49.5	38.5	22	27.5	22	49.5	71.5	66	71.5	610.5
Cost Per Hr.	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	
Cost Per Month	\$3,235.38	\$3,235.38	\$2,239.88	\$2,239.88	\$1,742.13	\$995.50	\$1,244.38	\$995.50	\$2,239.88	\$3,235.88	\$2,986.50	\$3,235.38	\$27,625.13

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and The City of Lodi, Hutchin's Street Square agree to all the stipulations in this agreement and its attachments:



 Signature of Contractor Representative

4/27/11

 Date

 Signature of Customer Representative

 Date

2011-2012 Landscaping Schedule

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

 Days Worked

RESOLUTION NO. 2011-109

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACTS FOR FISCAL YEAR 2011/12
FOR DOWNTOWN CLEANING, TRANSIT FACILITY
CLEANING AND HUTCHINS STREET SQUARE
LANDSCAPE MAINTENANCE

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WHEREAS, United Cerebral Palsy (UCP) has been working for the Public Works Department since 2000 at several City facilities; and

WHEREAS, the Downtown emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal. The Transit Facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops. The Hutchins Street Square service includes weekly landscape maintenance such as mowing, edging, and shrub trimming; and

WHEREAS, the UCP program provides meaningful work for the disabled, which includes transportation and direct supervision for the crew at a contract rate of \$46.50 per hour. UCP is the only known non-profit organization that pays the disabled the State minimum wage. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the contracts for fiscal year 2011/12 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown cleaning in the amount of \$46,686; Transit Facility cleaning in the amount of \$38,456 and Hutchins Street Square Landscape Maintenance in the amount of \$27,625.

Dated: July 6, 2011

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I hereby certify that Resolution No. 2011-109 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk